

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MARY HANCOCK,

Plaintiff,

CIVIL ACTION

vs.

OXFORD LAW, LLC,

and

A.C.C. ENTERPRISES INTERNATIONAL,
LLC.,

NO. 2:15-cv-02090-GAM

Defendants.

SECOND AMENDED COMPLAINT

Plaintiff, Mary Hancock, brings this action under the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. ("FDCPA"), for a finding that Defendants' debt collection actions violated the FDCPA, and to recover damages, and alleges:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction pursuant to § 1692k(d) of the FDCPA, and 28 U.S.C. § 1331.

2. Venue is proper in this District because: a) some of the acts and transactions occurred here; and, b) one Defendant is headquartered, resides and transacts business here.

II. PARTIES

3. Plaintiff, Mary Hancock ("Hancock"), is a citizen of the State of Utah, from whom Defendants attempted to collect a delinquent consumer debt owed for an MBNA credit card account, despite the fact that the debt was no longer owed, and despite the fact that she had exercised her rights, under the FDCPA, to refuse to pay the debt and

to be represented by the legal aid attorneys at the Chicago Legal Clinic's Legal Advocates for Seniors and People with Disabilities program ("LASPD"), located in Chicago, Illinois.

4. Defendant, A.C.C. Enterprises International, LLC., ("ACCE"), is a Georgia limited liability company that acts as a debt collector, as defined by § 1692a of the FDCPA, because it regularly uses the mails and/or the telephone to collect, or attempt to collect, directly or indirectly, delinquent consumer debts. In fact, Defendant ACCE was acting as a debt collector, as that term is defined in the FDCPA, as to the delinquent consumer debt it attempted to collect from Plaintiff.

5. Defendant ACCE is a bad debt buyer that buys up large portfolios of delinquent consumer debts for pennies on the dollar, which it then seeks to collect upon via other debt collectors.

6. Defendant, Oxford Law, LLC ("Oxford"), is a Pennsylvania limited liability company that acts as a debt collector, as defined by § 1692a of the FDCPA, because it regularly uses the mails and/or the telephone to collect, or attempt to collect, delinquent consumer debts. Defendant Oxford operates a nationwide debt collection business and attempts to collect debts from consumers in virtually every state. In fact, Defendant Oxford was acting as a debt collector as to the delinquent consumer debt it attempted to collect from Ms. Hancock.

III. FACTUAL ALLEGATIONS

7. Ms. Hancock is a senior citizen, with limited assets and income, who fell behind on paying her bills, including a debt she owed originally for an MBNA account that she stopped paying during 2005. At some point in time after that debt became

delinquent, debt buyer Bureaus Investment Group Portfolio No. 10 ("BIG10") allegedly bought/obtained Ms. Hancock's MBNA debt, and when BIG10 began trying to collect the MBNA debt from her, she sought the assistance of legal aid attorneys at the Chicago Legal Clinic's LASPD program, regarding her financial difficulties and Defendants' collection actions.

8. Specifically, BIG10 hired another debt collector, Assigned Credit Solutions ("ACS"), to demand payment of the MBNA debt from Ms. Hancock, which did so by sending her a collection letter, dated March 13, 2008. A copy of this collection letter is attached as Exhibit A.

9. Accordingly, on March 28, 2008, one of Ms. Hancock's attorneys at LASPD informed BIG10, through its agent ACS, that Ms. Hancock was represented by counsel, and directed BIG10 to cease contacting her, and to cease all further collection activities because Ms. Hancock was forced, by her financial circumstances, to refuse to pay her unsecured debt. A copy of this letter is attached as Exhibit B.

10. Undeterred, BIG10 then had another debt collector, Stephens & Michaels Associates, Inc., send Ms. Hancock a collection letter, dated March 22, 2012, demanding payment of the MBNA debt. A copy of this collection letter is attached as Exhibit C.

11. Accordingly, on April 17, 2012, Ms. Hancock's LASPD attorney had to send Defendants yet another letter, directing that communications and collections cease as to the debt. Copies of this letter and fax confirmation are attached as Exhibit D.

12. Moreover, on November 5, 2012, Ms. Hancock sued BIG 10, in a matter styled Hancock v. Bureaus Investment Group Portfolio No. 10, et al, No 12 C 8849

(N.D. Ill.), to make it stop violating the FDCPA.

13. Ms. Hancock's lawsuit was resolved via a Settlement Agreement and Release, dated December 14, 2012, which specifically provided that Ms. Hancock was "released from any liability for the alleged debt at issue" and that BIG 10 was not to "transfer sell, or assign" that debt. A copy of this settlement agreement is attached as Exhibit E.

14. Alarming, despite the settlement and release, in a collection letter dated June 3, 2014, Defendants somehow acquired Ms. Hancock's account information and sent her a collection letter demanding payment of the same MBNA account¹. A copy of this collection letter is attached as Exhibit F. This letter falsely stated the original creditor on the debt was Provident.

15. This forced Ms. Hancock's legal aid attorney to write to Defendants on June 18, 2014, to tell it to stop its collection actions. Copies of this letter and the fax confirmation are attached as Exhibit G.

16. Unbelievably, on July 22, 2014, Defendants then sent yet another collection letter directly to Ms. Hancock. This letter confirmed that the prior letter (Exhibit G) was false because it now stated that the original creditor was MBNA. A copy of this collection letter is attached as Exhibit H.

17. This forced Ms. Hancock's legal aid attorney to write yet another letter demanding that these illegal collection actions cease. Copies of this letter and fax confirmation are attached as Exhibit I.

¹ BIG10, a former Defendant in this lawsuit, has denied any involvement whatsoever in the sale/transfer of Ms. Hancock's debt. It alleged that Ms. Hancock's account information was somehow stolen and BIG10 filed a police report regarding the theft. BIG10 was previously released as a party to this lawsuit.

18. Not only is the MBNA account at issue not owed because of the settlement in the prior lawsuit (Exhibit E), it also is time-barred under Utah's statute of limitations for the collection of credit card debts (4 years unwritten/6 years written), see, Utah Judicial Code Title 78B Chapter 2 Section 307 and 309.

19. Defendants' collection actions complained of herein occurred within one year of the date of this Complaint.

20. Defendants' collection communications are to be interpreted under the "unsophisticated consumer" standard. See, Gammon v. GC Services, Ltd. Partnership, 27 F.3d 1254, 1257 (7th Cir. 1994).

COUNT I
Violation Of § 1692c(c) Of The FDCPA --
Failure To Cease Communications And Cease Collections

21. Plaintiff adopts and realleges ¶¶ 1-20 as if set forth at length herein.

22. Section 1692c(c) of the FDCPA prohibits a debt collector from communicating with a consumer after a direction to cease communications, and from continuing to demand payment of a debt that the consumer has indicated that they refuse to pay, see, 15 U.S.C. § 1692c(c).

23. Here, the letters and prior lawsuit told Defendants to cease collections and cease communications. By continuing to communicate regarding this debt and demanding payment (Exhibits E and H), Defendants violated § 1692c(c) of the FDCPA.

24. Defendants' violations of § 1692c(c) of the FDCPA render them liable for actual and statutory damages, costs, and reasonable attorneys' fees. See, 15 U.S.C. § 1692k.

WHEREFORE, Plaintiff, Mary Hancock, prays that this Court:

- (a) Find that Defendants' debt collection actions violated the FDCPA;
- (b) Enter judgment in favor of Plaintiff Hancock, and against Defendants, for actual and statutory damages, costs, and reasonable attorneys' fees as provided by § 1692k(a) of the FDCPA; and
- (c) Grant such further relief as the Court deems just and appropriate.

COUNT II
Violation Of § 1692c(a)(2) Of The FDCPA --
Communicating With A Consumer Represented By Counsel

25. Plaintiff adopts and realleges ¶¶ 1-20 as if set forth at length herein.

26. Section 1692c(a)(2) of the FDCPA prohibits a debt collector from communicating with a consumer if the debt collector knows the consumer is represented by an attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney's name and address. See, 15 U.S.C. § 1692c(a)(2).

27. Defendants knew that Ms. Hancock was represented by counsel in connection with her debts because her attorneys at LASPD had informed Defendants, in writing (Exhibit G), as well as via the prior lawsuit, that Ms. Hancock was represented by counsel, and had directed a cessation of communications with Ms. Hancock. By sending collection letters to Ms. Hancock (Exhibits F and H), despite being advised that she was represented by counsel (Exhibit G), Defendants violated § 1692c(a)(2) of the FDCPA.

28. Defendants' violations of § 1692c(a)(2) of the FDCPA render them liable for actual and statutory damages, costs, and reasonable attorneys' fees. See, 15 U.S.C. § 1692k.

WHEREFORE, Plaintiff, Mary Hancock, prays that this Court:

- (a) Find that Defendants' debt collection actions violated the FDCPA;
- (b) Enter judgment in favor of Plaintiff Hancock, and against Defendants, for actual and statutory damages, costs, and reasonable attorneys' fees as provided by § 1692k(a) of the FDCPA; and
- (c) Grant such further relief as the Court deems just and appropriate.

COUNT III
Violation Of § 1692e Of The FDCPA –
False, Deceptive, Or Misleading Collection Actions

29. Plaintiff adopts and realleges ¶¶ 1-20 as if set forth at length herein.

30. Section 1692e of the FDCPA prohibits debt collectors from using any false, deceptive, or misleading means in connection with the collection of a debt, see 15 U.S.C. § 1692e, including taking an action which cannot legally be taken in an attempt to collect a debt, see, 15 U.S.C. §1692e(5).

31. Attempts by debt collectors to collect time-barred debts have been widely held to violate § 1692e of the FDCPA, see, Phillips v. Asset Acceptance, 736 F.3d 1076, 1079 (7th Cir. 2013); and McMahon v. LVNV Funding, 744 F.3d 1010, 1022 (7th Cir. 2014).

32. By collecting the time-barred debt at issue here, without any warning that the debt was beyond the statute of limitations, Defendants took an action that they could not legally take and/or was otherwise deceptive or misleading, in violation of § 1692e(5) of the FDCPA.

33. Moreover, demanding payment of a debt that is no longer owed due to a settlement, as well as falsely stating that the name of the original creditor was Providian, are further violations of § 1692e of the FDCPA.

34. Defendants' violations of § 1692e of the FDCPA render it liable for actual and statutory damages, costs, and reasonable attorneys' fees. See, 15 U.S.C. § 1692k.

WHEREFORE, Plaintiff, Mary Hancock, prays that this Court:

- (a) Find that Defendants' debt collection actions violated the FDCPA;
- (b) Enter judgment in favor of Plaintiff Hancock, and against Defendants, for actual and statutory damages, costs, and reasonable attorneys' fees as provided by § 1692k(a) of the FDCPA; and
- (c) Grant such further relief as the Court deems just and appropriate.

COUNT IV
Violation Of § 1692f Of The FDCPA –
Unfair And Unconscionable Collection Actions

35. Plaintiff adopts and realleges ¶¶ 1-20 as if set forth at length herein.

36. Section 1692f of the FDCPA prohibits debt collectors from using unfair or unconscionable means to collect or attempt to collect a debt, see 15 U.S.C. § 1692f.

37. Obtaining a settled debt, demanding payment of a debt that is no longer owed (due to a settlement and/or expiration of the statute of limitations), falsely stating the name of the original creditor, and repeatedly contacting a represented party, all constitute the use of unfair or unconscionable means to collect a debt, in violation of § 1692f of the FDCPA.

38. Defendants' violations of § 1692f of the FDCPA render them liable for

actual and statutory damages, costs, and reasonable attorneys' fees. See, 15 U.S.C. §1692k.

WHEREFORE, Plaintiff, Mary Hancock, prays that this Court:

- (a) Find that Defendants' debt collection actions violated the FDCPA;
- (b) Enter judgment in favor of Plaintiff Hancock, and against Defendants, for actual and statutory damages, costs, and reasonable attorneys' fees as provided by § 1692k(a) of the FDCPA; and
- (c) Grant such further relief as the Court deems just and appropriate.

COUNT V
Violation Of § 1692d Of The FDCPA –
Harassment And/Or Abuse

39. Plaintiff adopts and realleges ¶¶ 1-20 as if set forth at length herein.

40. Section 1692d of the FDCPA prohibits debt collectors engaging in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt, see 15 U.S.C. § 1692d.

41. Obtaining a settled debt, demanding payment of a debt that is no longer owed (due to a settlement and/or expiration of the statute of limitations), falsely stating the name of the original creditor, and repeatedly contacting a represented party, all constituted conduct, the natural consequence of which was to harass, oppress, or abuse Plaintiff, in violation of § 1692d of the FDCPA.

42. Defendants' violations of § 1692d of the FDCPA render them liable for actual and statutory damages, costs, and reasonable attorneys' fees. See, 15 U.S.C. §1692k.

WHEREFORE, Plaintiff, Mary Hancock, prays that this Court:

- (a) Find that Defendants' debt collection actions violated the FDCPA;
- (b) Enter judgment in favor of Plaintiff Hancock, and against Defendants, for actual and statutory damages, costs, and reasonable attorneys' fees as provided by § 1692k(a) of the FDCPA; and
- (c) Grant such further relief as the Court deems just and appropriate.

IV. JURY DEMAND

Plaintiff, Mary Hancock, demands trial by jury.

Respectfully submitted:

Date: 6/1/15


CARY L. FLITTER
THEODORE E. LORENZ
ANDREW M. MILZ
Attorneys for Plaintiff

FLITTER LORENZ P.C.
450 N. Narberth Avenue, Suite 101
Narberth, PA 19072
(610) 822-0781
(610) 667-0552 (FAX)
lorenz@consumerslaw.com

DAVID J. PHILIPPS
(Ill. Bar No. 06196285)
Philipps & Philipps, Ltd.
9760 S. Roberts Road, Suite One
Palos Hills, Illinois 60465
(708) 974-2900
(708) 974-2907 (FAX)
davephilipps@aol.com

Attorneys for Plaintiff Mary Hancock

EXHIBIT A

A

EXHIBIT B

Legal Advocates for Seniors and People with Disabilities

205 W. Monroe, 4th Floor, Chicago, IL 60606

312-263-1633

Fax: 312-263-1637

E-Mail: info@mylegaladvocates.org

March 28, 2008

Assigned Credit Solutions (ACS)
Card Member Services
800 North Kings Highway - Suite 100
Cherry Hill, NJ 08034

Re: Mary Hancock
Consumer's account: [REDACTED] 7250

LASPD file number: [REDACTED]

Dear Sir or Madam:

I am writing to inform you that this office now represents the above-named individual(s) who has recently received a debt collection communication from your company. Legal Advocates for Seniors and People with Disabilities (LASPD) is a nationwide program of the Chicago Legal Clinic, Inc., a not-for-profit law office providing low-cost legal services to the public.

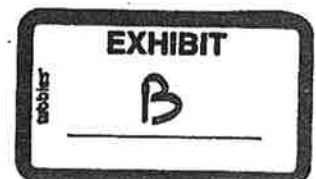
I am requesting that you review the attached affidavit from our client(s) and cease all further communication with our client(s). As you will see, all of the income of our client(s) is protected from attachment by Federal law. We are therefore requesting that you accept the validity of the affidavit and cease all further collection activities.

If you have any questions, please contact Legal Advocates for Seniors and People with Disabilities at 312-263-1633.

Very Truly Yours,

Jeff Whitehead
Supervising Attorney

Enclosures



Case: 1:14-cv-05796 Document #: 6-3 Filed: 07/29/14 Page 2 of 4 PageID #:42

Legal Advocates for Seniors and People with Disabilities
205 West Monroe, 4th Floor, Chicago, IL 60606
312-263-1633
Fax: 312-263-1637
E-Mail: LASPD@clcclaw.org

Edward Grossman, Executive Director
Maria C. Bukata, Deputy Director
Ellen Moyle, Supervisory Attorney

CONSENT FORM FOR LEGAL REPRESENTATION

Please allow this form to express my (our) formal consent for Legal Advocates for Seniors and People with Disabilities (LASPD) to provide certain legal representation on my (our) behalf with respect to my (our) debts. LASPD, through its agents, has authority to communicate with all creditors on my (our) behalf and attempt to resolve any debt which may be due and owing to said creditors. All communication regarding my (our) debts from any and all of my (our) creditors shall be made only through the agents of LASPD. This consent form shall be valid until revoked in writing by the undersigned.

PRINTED NAME: MARY BELL HANCOCK
First Client

SIGNED: Mary Bell Hancock
First Client

DATED: Dec. 8, 05

PRINTED NAME: _____
Second Client

SIGNED: _____
Second Client

DATED: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8th DAY
OF December, 2005.

[Signature]
NOTARY PUBLIC



Case: 1:14-cv-05796 Document #: 6-3 Filed: 07/29/14 Page 3 of 4 PageID #:43

Legal Advocates for Seniors and People with Disabilities
 205 West Monroe, 4th Floor, Chicago, IL 60606
 312-263-1633
 Fax: 312-263-1637
 E-Mail: LASPD@clcclaw.org

Edward Grossman, Executive Director
 Murta C. Bokata, Deputy Director
 Ellen Moyle, Supervisory Attorney

To our Client:

Please help us to help you. The best way to give creditors a full understanding of your financial information is by filling out this affidavit as completely, neatly and accurately as possible. This will greatly help our communication with your creditors. Thank you.

AFFIDAVIT OF INCOME AND ASSETS

Please put a checkmark to indicate only those sources of income that you receive and put the amount you receive each month in the appropriate column:

I. Sources of Income (and Monthly Amounts) which are Protected by Law:**Source of Income****Monthly Amount**

() Social Security benefits

\$ () Disability benefits
(including long-term disability
and short-term disability benefits)

\$ 0

() Pension benefits (ERISA) and IRA's

\$ 0

() Veterans' benefits

\$ 0

() Public Aid benefits

\$ 0

() Workers' Compensation benefits

\$ 0

() Unemployment benefits

\$ 0

() Child support and/or maintenance (alimony)

\$ 0

II. Other Sources of Income NOT Listed Above :**Source****Monthly Amount**

\$ 0

\$ 0

THE NEXT PAGE IS VERY IMPORTANT TO COMPLETE IF WE ARE GOING TO REPRESENT YOU PROPERLY. PLEASE FILL IN EVERY SPACE THAT APPLIES TO YOU AND PUT AN (X) IN ANY SPACE THAT DOES NOT APPLY TO YOU.

Case: 1:14-cv-05796 Document #: 6-3 Filed: 07/29/14 Page 4 of 4 PageID #:44

III. Assets:

- a) House or real estate valued at: \$ [redacted] which includes a mortgage and/or home equity loan(s) of \$ [redacted]. (The value of your home is the amount that you could sell it for if you were going to sell it. A local real estate broker may be able to help you determine this amount. The mortgage amount and/or the home equity loan should be the total amounts outstanding.)
- b) \$ [redacted] worth of all personal property (for example, clothing, furniture, electronics and bank accounts).
- c) A motor vehicle valued at \$ [redacted] which includes a total amount owed of \$ [redacted] on a vehicle loan. (You can find the trade-in value of your car at websites such as www.kbb.com and www.edmunds.com or by looking at the Kelley Blue Book at your local library. Alternatively, you can ask a local car dealer. If you own more than one vehicle, please list this information in section IV below.)
- d) \$ [redacted] received from the sale of real estate within the past 12 months.
- e) \$ [redacted] of life insurance benefits due to the death of an immediate family member within the past 12 months.
- f) \$ [redacted] which I have received or expect to receive from a personal injury case involving me within the past 12 months.
- g) An award to me under state crime victims' compensation laws of \$ [redacted].

IV. Other Assets Not Listed Above:

_____ valued at \$ [redacted]

_____ valued at \$ [redacted]

_____ valued at \$ [redacted]

_____ valued at \$ [redacted]

The above-listed information has been carefully provided by me. I have disclosed all of my sources of income and my assets. I understand the purpose of this affidavit and have voluntarily signed it.

PRINTED NAME: MARY BELL HANCOCK
First Client

SIGNED: Mary Bell Hancock
First Client

DATED: Dec. 8, 05

PRINTED NAME: _____
Second Client

SIGNED: _____
Second Client

DATED: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8th DAY
OF December, 2005

[Signature]
NOTARY PUBLIC

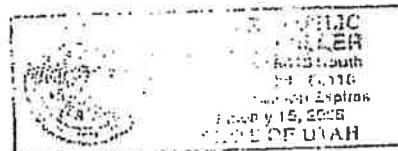


EXHIBIT C

PO Box 1826
 Southgate, MI 48195-0826
 Se habla Español. Por favor llame al 866-543-7860.



March 22, 2012

TO PAY BY CREDIT CARD,
 PLEASE COMPLETE
 THIS SECTION

| | | |
|---------------------------------|--------|-----------|
| CARD NUMBER | CC-102 | EXP. DATE |
| CARD HOLDER NAME (PLEASE PRINT) | | SIGNATURE |

Client: The Bureaus, Inc.
 Our File # [REDACTED]

Total Balance Due [REDACTED]

AMOUNT ENCLOSED \$ [REDACTED]

APR 02 2012

STEPHENS & MICHAELS ASSOCIATES, INC.
 PO Box 109
 Salem, NH 03079-0109

↑ TO ENSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE RETURN TOP PORTION WITH YOUR PAYMENT ↑

March 22, 2012

Original Creditor: MBNA VISA / MASTERCARD
 Original Account # [REDACTED] 7250
 Current Owner: BUREAU INVESTMENT GROUP PORTFOLIO NO 10
 Current Account #: [REDACTED]
 Client: The Bureaus, Inc.
 Our File # [REDACTED]
 Total Balance Due as of the Date of this Letter: [REDACTED]

PO Box 109 ■ Salem, NH 03079
 Toll Free: 866-652-7376 ■ Fax: 866-755-9713

www.smacollects.com



IT'S TAX TIME. WE CAN HELP MAKE THE MOST OF YOUR REFUND!

Dear Mary Hancock,

We've been authorized to offer a one time settlement by our client The Bureaus, Inc.

| | | |
|---|--|--|
| Single Payment: > [REDACTED] One-Time Payment | 3 Month Payment Plan: > [REDACTED] Per Pay | 6 Month Payment Plan: > [REDACTED] Per Pay |
|---|--|--|

Our commitment is sincere. Don't pass up this great opportunity. The above offer is guaranteed for 30 days from the date of this letter.

PLEASE RESPOND

Toll Free: 866-652-7376 ■ Fax: 866-755-9713

Send correspondence to: STEPHENS & MICHAELS ASSOCIATES, INC., PO Box 109, Salem, NH 03079-0109

Office Hours: Monday through Friday, 8:30 am to 9:00 pm Eastern Time and Saturday, 8:30 am to 2:00 pm Eastern Time

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

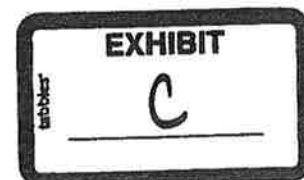


EXHIBIT D

Legal Advocates for Seniors and People with Disabilities[®]
211 W. Wacker Drive, Suite 750, Chicago, IL 60606
Phone: 312-263-1633 Fax: 312-263-1637
Website: www.mylegaladvocates.org
E-Mail: info@mylegaladvocates.org

VIA FACSIMILE

April 17, 2012

Stephens & Michaels Associates Inc
7 Stiles Road
Salem, NH 03079

Re: Mary Hancock

UT

Consumer's account: [REDACTED] / Bureaus
LASPD file number [REDACTED]

Dear Sir or Madam:


Please be advised that we represent Mary Hancock regarding your firm's attempts to collect the above-referenced debt.

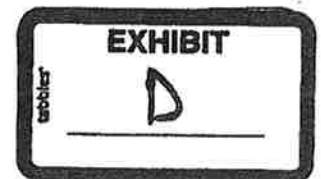
Legal Advocates for Seniors and People with Disabilities (LASPD) is a nationwide program of the Chicago Legal Clinic, Inc., a not-for-profit law office providing low-cost legal services to the public. LASPD provides debt-related legal services to seniors and people with disabilities who have a fixed and/or limited income, protected by Federal law, and advises them of their rights pursuant to various Federal statutes. LASPD's goal is to persuade creditors and third party collectors to cease collection efforts, including filing a lawsuit, regarding debts that are not collectible, such as the one referenced above.

We ask that you, or the creditor you represent, review the attached affidavit from Ms. Hancock. As you will see, Ms. Hancock's income is protected from levy, attachment or garnishment by Federal law. Moreover, there is no income available for any payment arrangement or settlement. Accordingly, our client refuses to pay any debt that you are attempting to collect and we request that you cease all further collection activities and direct all future communications to our office.

In closing, I am certainly prepared to furnish you with other appropriate information that you may require. If you have any questions, please contact LASPD at 312-263-1633.

Very truly yours,


Jeff Whitehead,
Supervising Attorney
Enc.



Legal Advocates for Seniors and People with Disabilities
205 West Monroe, 4th Floor, Chicago, IL 60606
312-263-1633
Fax: 312-263-1637
E-Mail: LASPD@clclaw.org

Edward Grossman, Executive Director
Maria C. Bukata, Deputy Director
Ellen Moyle, Supervisory Attorney

CONSENT FORM FOR LEGAL REPRESENTATION

Please allow this form to express my (our) formal consent for Legal Advocates for Seniors and People with Disabilities (LASPD) to provide certain legal representation on my (our) behalf with respect to my (our) debts. LASPD, through its agents, has authority to communicate with all creditors on my (our) behalf and attempt to resolve any debt which may be due and owing to said creditors. All communication regarding my (our) debts from any and all of my (our) creditors shall be made only through the agents of LASPD. This consent form shall be valid until revoked in writing by the undersigned.

PRINTED NAME: MARY BELL HANCOCK
First Client

SIGNED: Mary Bell Hancock
First Client

DATED: Dec. 8, 05

PRINTED NAME: _____
Second Client

SIGNED: _____
Second Client

DATED: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8th DAY
OF December, 2005.

[Signature]
NOTARY PUBLIC



Legal Advocates for Seniors and People with Disabilities
 205 West Monroe, 4th Floor, Chicago, IL 60606
 312-263-1633
 Fax: 312-263-1637
 E-Mail: LASPD@clclaw.org

Edward Grossman, Executive Director
 Martha C. Bokata, Deputy Director
 Ellen Moyle, Supervisory Attorney

To our Client:

Please help us to help you. The best way to give creditors a full understanding of your financial information is by filling out this affidavit as completely, neatly and accurately as possible. This will greatly help our communication with your creditors. Thank you.

AFFIDAVIT OF INCOME AND ASSETS

Please put a checkmark to indicate only those sources of income that you receive and put the amount you receive each month in the appropriate column.

I. Sources of Income (and Monthly Amounts) which are Protected by Law:

Source of Income

Monthly Amount

() Social Security benefits

\$

() Disability benefits
 (including long-term disability
 and short-term disability benefits)

\$ 0

() Pension benefits (ERISA) and IRA's

\$ 0

() Veterans' benefits

\$ 0

() Public Aid benefits

\$ 0

() Workers' Compensation benefits

\$ 0

() Unemployment benefits

\$ 0

() Child support and/or maintenance (alimony)

\$ 0

II. Other Sources of Income NOT Listed Above :

Source

Monthly Amount

\$ 0

\$ 0

THE NEXT PAGE IS VERY IMPORTANT TO COMPLETE IF WE ARE GOING TO REPRESENT YOU PROPERLY. PLEASE FILL IN EVERY SPACE THAT APPLIES TO YOU AND PUT AN (X) IN ANY SPACE THAT DOES NOT APPLY TO YOU.

III. Assets:

- a) House or real estate valued at: [REDACTED] which includes a mortgage and/or home equity loan(s) of \$ [REDACTED]. (The value of your home is the amount that you could sell it for if you were going to sell it. A local real estate broker may be able to help you determine this amount. The mortgage amount and/or the home equity loan should be the total amounts outstanding.)
- b) \$ [REDACTED] worth of all personal property (for example, clothing, furniture, electronics and bank accounts).
- c) A motor vehicle valued at \$ [REDACTED] which includes a total amount owed of \$ [REDACTED] on a vehicle loan. (You can find the trade-in value of your car at websites such as www.kbb.com and www.edmunds.com or by looking at the Kelley Blue Book at your local library. Alternatively, you can ask a local car dealer. If you own more than one vehicle, please list this information in section IV below.)
- d) \$ [REDACTED] received from the sale of real estate within the past 12 months.
- e) \$ [REDACTED] of life insurance benefits due to the death of an immediate family member within the past 12 months.
- f) \$ [REDACTED] which I have received or expect to receive from a personal injury case involving me within the past 12 months.
- g) An award to me under state crime victims' compensation laws of \$ [REDACTED]

IV. Other Assets Not Listed Above:

| | |
|-------|-------------------------|
| _____ | valued at \$ [REDACTED] |
| _____ | valued at \$ [REDACTED] |
| _____ | valued at \$ [REDACTED] |
| _____ | valued at \$ [REDACTED] |

The above-listed information has been carefully provided by me. I have disclosed all of my sources of income and my assets. I understand the purpose of this affidavit and have voluntarily signed it.

PRINTED NAME: MARY BELL HANCOCK
First Client

SIGNED: Mary Bell Hancock
First Client

DATED: Dec. 8, 05

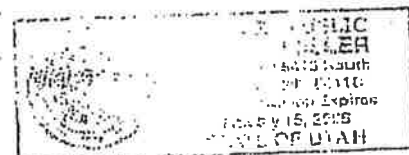
PRINTED NAME: _____
Second Client

SIGNED: _____
Second Client

DATED: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8th DAY
OF December, 2005

[Signature]
NOTARY PUBLIC



NetCFax Sent Fax transmission report
Fax sent at: 10:51:47 AM, 04/17/2012

Server: fileserv at IP address 192.168.0.21

Faxing by NetCFax, THE NETWORKED FAX SOLUTION
developed by NetCPlus Internet Solutions, Inc.
The best networked fax solution for business networks.
For more details go to www.netcplus.com, or call +1 727 391 8966.

NB - This fax was sent using your cover page layout as specified.

THIS FAX WAS SENT SUCCESSFULLY...

Fax Status:

To Fax #: 8667559713

To Name:

To Company: Stephens & Michaels Associates Inc

From Fax Number: 13122631637

From Voice Number:

From Name: Jeff Whitehead

From Company: Legal Advocates for Seniors and People with Disabilities

Subject: RE: Mary Hancock [REDACTED] / Bureaus

Time Sent: 10:51:47

Date Sent: 2012-04-17

Sending Time: 0 mins 2.72 secs

Total Pages: Cover page plus 5 attached pages.

No comments were included on cover page...

END OF TRANSMISSION REPORT...

EXHIBIT E

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into by Mary Hancock ("Hancock"), and Bureau's Investment Group Portfolio No. 10 ("BIG10"), as of December 14, 2012. Hancock claims she was subjected to collection actions from the Defendant which violated the Fair Debt Collection Practices Act, § 1692, et seq. ("FDCPA"). Hancock claims, therefore, that Defendant is liable to her for damages, costs, and attorneys' fees as a result. Accordingly, Hancock filed a Complaint against BIG10, styled Mary Hancock v. Bureau's Investment Group Portfolio No. 10, LLC, et al, No. 12 C 8849 (N.D. Ill.). BIG10 denies that its actions violated the FDCPA, or any other law, in any manner whatsoever.

To settle Hancock's claims against BIG10, and without admitting any liability for same, BIG10 agrees to release Hancock from any liability for the alleged debt at issue and agrees to not transfer, sell or assign the \$ [REDACTED] debt that Hancock allegedly owed originally to MBNA America (Account # [REDACTED] 7250) ("the Debt"), but now allegedly owes to BIG10. Moreover, BIG10 agrees to pay Hancock \$ [REDACTED] for her alleged claims for damages and to pay \$ [REDACTED] to Hancock's attorneys for their attorneys' fees and costs, pursuant to the fee-shifting provisions of the FDCPA. The \$ [REDACTED] settlement amount shall be made payable solely to the Philipps & Philipps, Ltd., Fiduciary Account (EIN #36-4325073) and shall be sent to David J. Philipps at Philipps & Philipps, Ltd., 9760 South Roberts Road, Suite One, Palos Hills, Illinois, 60465.

If BIG10 elects to issue a Form 1099-MISC at year-end for the above payment, it must name "Philipps & Philipps, Ltd. (EIN #36-4325073)" as the sole "Payee" and it must list the full settlement amount in Box 14 for "Gross proceeds paid to an attorney."



BIG10 will request the deletion of any negative credit report it may have made about the account at issue. Hancock acknowledges that BIG10 does not control the actions of the consumer reporting agencies and can only request that they take action; if any consumer agency fails to honor BIG10's request, Hancock will so notify BIG10 and BIG10 will make a second request that the consumer reporting agency delete any negative credit report that it made about the

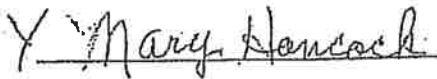
BIG10 acknowledges that Hancock disputes that she owes the Debt and, accordingly, BIG10 acknowledges this dispute and will not make any report to the I.R.S. of debt forgiveness/cancellation, nor issue Hancock an I.R.S. Form 1099.

In consideration for performance of BIG10's obligations under this Settlement Agreement and Release, Hancock agrees to release and forever discharge Bureaus Investment Group Portfolio No. 10, LLC, Stephens & Michaels Associates, Inc., Assigned Credit Solutions, and any and all debt collectors that worked on the Debt, and all of their respective general and limited partners, shareholders, members, officers, directors, parents, subsidiaries, affiliates, predecessors, successors, assigns, attorneys, present and former employees and agents, and insurance carriers (the Released Parties"), of and from all causes of action, suits, claims and demands whatsoever, in law or in equity, known or unknown at this time, which Hancock now has or ever had against the Released Parties, based upon the collection actions or any violation of the FDCPA referenced above or which could have been asserted in the above-referenced lawsuit from the beginning of the world to the date of this Agreement, and will dismiss the above lawsuit with prejudice, with each party to bear their own attorneys' fees and costs.


The parties agree that no party shall be deemed to have drafted this Agreement. This Agreement shall be interpreted according to Federal law. This Agreement constitutes the entire agreement of the parties and cannot be modified except by written agreement signed by all parties. Except as needed to enforce the terms of this agreement, the parties agree to keep the terms of this Agreement confidential. This Agreement shall become effective upon its execution. The Agreement may be executed in counterparts received by facsimile, e-mail, or otherwise, which are acceptable and shall have the same force and effect as an original.

Dated: December 14, 2012

Bureaus Investment Group Portfolio
No. 10, LLC



Mary Hancock

By: 

its: ARONSTED DESIGN LLC



David S. Philipps
Philipps & Philipps, Ltd.
9760 South Roberts Road
Suite One
Palos Hills, Illinois 60465

EXHIBIT F

Oxford Law, LLC
311 Veterans Highway
Suite 100 A
Levittown, Pa 19056
(215) 526-2600
Fax (215) 526-2618
Toll Free (877) 543-6151
OXFORDLAWPC.COM

JUN 23 2014

Mary Hancock

June 03, 2014

RE: Client: ACCE INTERNATIONAL
Your Account Number: [REDACTED]
Original Creditor: PROVIDIAN BANK
Original Account Number: [REDACTED] 7250
Amount Due: [REDACTED]

Dear Mary Hancock

This office represents the above named client, ACCE INTERNATIONAL, who has placed the above-styled matter for collection. This is a demand for full payment because you have had ample time to pay your debt. Sometimes we can arrange installment payments but you must contact this office for arrangements. At this time, no attorney with this firm has personally reviewed the particular circumstances of your account.

NOTICE OF IMPORTANT RIGHTS

UNLESS YOU, THE CONSUMER, WITHIN THIRTY DAYS AFTER RECEIPT OF THIS NOTICE, DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION THEREOF, WE WILL ASSUME THE DEBT TO BE VALID. IF YOU THE CONSUMER NOTIFY US IN WRITING, WITHIN THE THIRTY DAY VALIDATION PERIOD THAT THE DEBT, OR ANY PORTION THEREOF, IS DISPUTED, WE WILL OBTAIN VERIFICATION OF THE DEBT OR A COPY OF A JUDGMENT AGAINST YOU, THE CONSUMER, AND A COPY OF SUCH VERIFICATION OR JUDGMENT WILL BE MAILED TO YOU BY OUR OFFICE. UPON YOUR WRITTEN REQUEST WITHIN THE THIRTY DAY VALIDATION PERIOD, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.

Please contact our office at 1-877-543-6151.

Oxford Law, LLC.

[REDACTED]

*Sent 6/3/14
Updated
Emailled*

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION



EXHIBIT G

Legal Advocates for Seniors and People with Disabilities®

211 W. Wacker Drive, Suite 750, Chicago, IL 60606

Phone: 312-263-1633 Fax: 312-263-1637

Website: www.mylegaladvocates.org

E-Mail: info@mylegaladvocates.org

VIA FACSIMILE

June 18, 2014

Oxford Law LLC
1210 Northbrook Drive, Suite 300
Trevose, PA 19053

Re: Mary Hancock

██████████ UT ██████████

Consumer's account: ██████████ / ACCE International
LASPD file number: 521

Dear Sir or Madam:

Please be advised that we represent Mary Hancock regarding your firm's attempts to collect the above-referenced debt.

Legal Advocates for Seniors and People with Disabilities (LASPD) is a nationwide program of the Chicago Legal Clinic, Inc., a not-for-profit law office providing low-cost legal services to the public. LASPD provides debt-related legal services to seniors and people with disabilities who have a fixed and/or limited income, protected by Federal law, and advises them of their rights pursuant to various Federal statutes. LASPD's goal is to persuade creditors and third party collectors to cease collection efforts, including filing a lawsuit, regarding debts that are not collectible, such as the one referenced above.

We ask that you, or the creditor you represent, review the attached affidavit from Ms. Hancock. As you will see, Ms. Hancock's income is protected from levy, attachment or garnishment by Federal law. Moreover, there is no income available for any payment arrangement or settlement. Accordingly, our client refuses to pay any debt that you are attempting to collect and we request that you cease all further collection activities and direct all future communications to our office.

In closing, I am certainly prepared to furnish you with other appropriate information that you may require. If you have any questions, please contact LASPD at 312-263-1633.

Very truly yours,



Edward Grossman
Attorney and Executive Director
Enc.



Legal Advocates for Seniors and People with Disabilities
205 West Monroe, 4th Floor, Chicago, IL 60606
312-263-1633
Fax: 312-263-1637
E-Mail: LASPD@clclaw.org

Edward Grossman, Executive Director
Maria C. Bukata, Deputy Director
Ellen Moyle, Supervisory Attorney

CONSENT FORM FOR LEGAL REPRESENTATION

Please allow this form to express my (our) formal consent for Legal Advocates for Seniors and People with Disabilities (LASPD) to provide certain legal representation on my (our) behalf with respect to my (our) debts. LASPD, through its agents, has authority to communicate with all creditors on my (our) behalf and attempt to resolve any debt which may be due and owing to said creditors. All communication regarding my (our) debts from any and all of my (our) creditors shall be made only through the agents of LASPD. This consent form shall be valid until revoked in writing by the undersigned.

PRINTED NAME: MARY BELL HAYCOCK
First Client

SIGNED: Mary Bell Hancock
First Client

DATED: Dec. 8, 05

PRINTED NAME: _____
Second Client

SIGNED: _____
Second Client

DATED: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8th DAY
OF December, 2005.

[Signature]
NOTARY PUBLIC



III. Assets:

- a) House or real estate valued at: \$ which includes a mortgage and/or home equity loan(s) of \$. (The value of your home is the amount that you could sell it for if you were going to sell it. A local real estate broker may be able to help you determine this amount. The mortgage amount and/or the home equity loan should be the total amounts outstanding.)
- b) \$ worth of all personal property (for example, clothing, furniture, electronics and bank accounts).
- c) A motor vehicle valued at \$ which includes a total amount owed of \$ 0 on a vehicle loan. (You can find the trade-in value of your car at websites such as www.kbb.com and www.edmunds.com or by looking at the Kelley Blue Book at your local library. Alternatively, you can ask a local car dealer. If you own more than one vehicle, please list this information in section IV below.)
- d) \$ 0 received from the sale of real estate within the past 12 months.
- e) \$ 0 of life insurance benefits due to the death of an immediate family member within the past 12 months.
- f) \$ 0 which I have received or expect to receive from a personal injury case involving me within the past 12 months.
- g) An award to me under state crime victims' compensation laws of \$.

IV. Other Assets Not Listed Above:

_____ valued at \$ 0

_____ valued at \$ 0

_____ valued at \$ 0

_____ valued at \$ 0

The above-listed information has been carefully provided by me. I have disclosed all of my sources of income and my assets. I understand the purpose of this affidavit and have voluntarily signed it.

PRINTED NAME: MARY BELL HANCOCK
First Client

SIGNED: Mary Bell Hancock
First Client

DATED: Dec. 8, 05

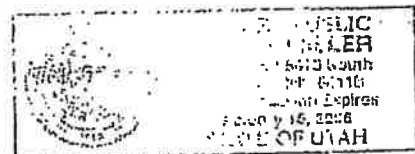
PRINTED NAME: _____
Second Client

SIGNED: _____
Second Client

DATED: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8th DAY
OF December, 2005

[Signature]
NOTARY PUBLIC



GFI Fax transmission report
Fax sent at: 1:36:30 PM, 06/18/2014

Fax sent successfully : Success

Fax Status: Normal
To Fax #: 2155262618
To Name:
To Company: Oxford Law LLC
From Fax Number: 13122631637
From Voice Number:
From Name: LASPD
From Company: Legal Advocates for Seniors and People with Disabilities
Subject: RE:Mary Hancock [REDACTED] ACCE International
Time Sent: 13:36:30
Date Sent: 2014-06-18
Sending Time: 00:08:44
Total Pages: Cover page plus 5 attached pages.
No comments were included on cover page...

END OF TRANSMISSION REPORT...

EXHIBIT H

Oxford Law, LLC
311 Veterans Highway
Suite 100 A
Levittown, Pa 19056
(215) 526-2600
Fax (215) 526-2618
Toll Free (877) 543-6151
PAYOXFORD.COM

Mary Hancock
N LEWIS PO BOX 18431
Kearns UT 84118

July 22, 2014

RE: Client: ACCE INTERNATIONAL
Your Account Number: [REDACTED]
Original Creditor: MBNA VISA / MASTERCARD
Original Account Number: [REDACTED] 7250
Amount Due: [REDACTED]

Dear Mary Hancock

This office represents the above named client, ACCE INTERNATIONAL, who has placed the above-styled matter for collection. This is a demand for full payment because you have had ample time to pay your debt. Sometimes we can arrange installment payments but you must contact this office for arrangements. At this time, no attorney with this firm has personally reviewed the particular circumstances of your account.

NOTICE OF IMPORTANT RIGHTS

UNLESS YOU, THE CONSUMER, WITHIN THIRTY DAYS AFTER RECEIPT OF THIS NOTICE, DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION THEREOF, WE WILL ASSUME THE DEBT TO BE VALID. IF YOU THE CONSUMER NOTIFY US IN WRITING, WITHIN THE THIRTY DAY VALIDATION PERIOD THAT THE DEBT, OR ANY PORTION THEREOF, IS DISPUTED, WE WILL OBTAIN VERIFICATION OF THE DEBT OR A COPY OF A JUDGMENT AGAINST YOU, THE CONSUMER, AND A COPY OF SUCH VERIFICATION OR JUDGMENT WILL BE MAILED TO YOU BY OUR OFFICE. UPON YOUR WRITTEN REQUEST WITHIN THE THIRTY DAY VALIDATION PERIOD, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.

Please contact our office at 1-877-543-6151.

Oxford Law, LLC.

9115678

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION



EXHIBIT I

Legal Advocates for Seniors and People with Disabilities®

211 W. Wacker Drive, Suite 750, Chicago, IL 60606

Phone: 312-263-1633 Fax: 312-263-1637

Website: www.mylegaladvocates.org

E-Mail: info@mylegaladvocates.org

VIA FACSIMILE

July 29, 2014

Oxford Law LLC

1210 Northbrook Drive, Suite 300

Trevese, PA 19053

Re: Mary Hancock

UT

FIA Card Services NA: # [REDACTED]-7250; Reference: # [REDACTED] / ACCE

International

LASPD file number: 521

Dear Sir or Madam,

As you know from our previous correspondence, dated June 18, 2014, we represent Mary Hancock regarding your firm's attempts to collect the above-referenced debt.

In that correspondence, we requested that you cease all further communications with Ms. Hancock. Nonetheless, your firm has continued to contact Ms. Hancock directly, via collection letter dated July 22, 2014. We demand that your firm immediately stop contacting Ms. Hancock and direct all further communications regarding this debt to our office.

Moreover, as we previously informed your firm, Ms. Hancock's income is protected from levy, attachment or garnishment by Federal law. We therefore request that you cease all further collection activities regarding this debt.

In closing, I am certainly prepared to furnish you with other appropriate information that you may require. If you have any questions, please contact LASPD at 312-263-1633.

Very truly yours,



Edward Grossman

Attorney and Executive Director

Enc.

EXHIBIT

I

Legal Advocates for Seniors and People with Disabilities
205 West Monroe, 4th Floor, Chicago, IL 60606
312-263-1633
Fax: 312-263-1637
E-Mail: LASPD@clcclaw.org

Edward Grossman, Executive Director
Marta C. Bukata, Deputy Director
Ellen Moyle, Supervisory Attorney

CONSENT FORM FOR LEGAL REPRESENTATION

Please allow this form to express my (our) formal consent for Legal Advocates for Seniors and People with Disabilities (LASPD) to provide certain legal representation on my (our) behalf with respect to my (our) debts. LASPD, through its agents, has authority to communicate with all creditors on my (our) behalf and attempt to resolve any debt which may be due and owing to said creditors. All communication regarding my (our) debts from any and all of my (our) creditors shall be made only through the agents of LASPD. This consent form shall be valid until revoked in writing by the undersigned.

PRINTED NAME: MARY BELL HANCOCK
First Client

SIGNED: Mary Bell Hancock
First Client

DATED: Dec. 8, 05

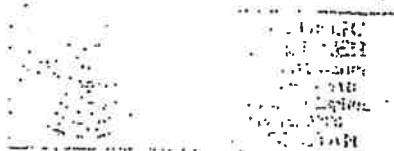
PRINTED NAME: _____
Second Client

SIGNED: _____
Second Client

DATED: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8th DAY
OF December, 2005.

[Signature]
NOTARY PUBLIC



To our Client:

AFFIDAVIT OF INCOME AND ASSETS

I. Sources of Income (and Monthly Amounts) which are Protected by Law:

Monthly Amount

§ _____

§ 2

§ 0

\$ _____

§. ~~1~~

§ 1

59

\$ 5

Source

Monthly Amount

§ 8.

§ ~~4~~

6

III. Assets:

- a) House or real estate valued at: \$ which includes a mortgage and/or home equity loan(s) of \$. (The value of your home is the amount that you could sell it for if you were going to sell it. A local real estate broker may be able to help you determine this amount. The mortgage amount and/or the home equity loan should be the total amounts outstanding.)
- b) \$ worth of all personal property (for example, clothing, furniture, electronics and bank accounts).
- c) A motor vehicle valued at \$ which includes a total amount owed of \$ 0 on a vehicle loan. (You can find the trade-in value of your car at websites such as www.kbb.com and www.edmunds.com or by looking at the Kelley Blue Book at your local library. Alternatively, you can ask a local car dealer. If you own more than one vehicle, please list this information in section IV below.)
- d) \$ 0 received from the sale of real estate within the past 12 months.
- e) \$ 0 of life insurance benefits due to the death of an immediate family member within the past 12 months.
- f) \$ 0 which I have received or expect to receive from a personal injury case involving me within the past 12 months.
- g) An award to me under state crime victims' compensation laws of \$.

IV. Other Assets Not Listed Above:

_____ valued at \$ 0

_____ valued at \$ 0

_____ valued at \$ 0

_____ valued at \$ 0

The above-listed information has been carefully provided by me. I have disclosed all of my sources of income and my assets. I understand the purpose of this affidavit and have voluntarily signed it.

PRINTED NAME: MARY BELL HANCOCK
First Client

SIGNED: Mary Bell Hancock
First Client

DATED: Dec. 8, 05

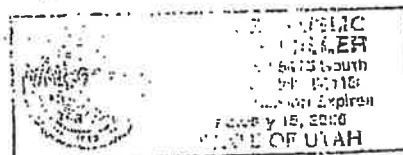
PRINTED NAME: _____
Second Client

SIGNED: _____
Second Client

DATED: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8th DAY
OF December, 2005

[Signature]
NOTARY PUBLIC



7/29/2014 2:33:26 PM

Facsimile Cover Sheet

To Fax: 2155262618
To Name:
To Company: Oxford Law LLC

From Fax Number:
From Voice Number:
From Name:
From Company:

Administrator

Subject:

RE: Mary Hancock / [REDACTED]
[REDACTED] / ACCE International

Date/Time:

7/29/2014 2:33:26 PM

Pages:

5

Comments:

GFI Fax transmission report
Fax sent at: 2:35:39 PM, 07/29/2014

Fax sent successfully : Success

Fax Status: Normal
To Fax #: 2155262618
To Name:
To Company: Oxford Law LLC
From Fax Number: 13122631637
From Voice Number:
From Name: LASPD
From Company: Legal Advocates for Seniors and People with Disabilities
Subject: RE:Mary Hancock [REDACTED] ACCE International
Time Sent: 14:35:39
Date Sent: 2014-07-29
Sending Time: 00:02:12
Total Pages: Cover page plus 5 attached pages.
No comments were included on cover page...

END OF TRANSMISSION REPORT...

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MARY HANCOCK,

Plaintiff,

CIVIL ACTION

VS.

OXFORD LAW, LLC,

and

A.C.C. ENTERPRISES INTERNATIONAL,
LLC.,

NO. 2:15-cv-02090-GAM

Defendants.

CERTIFICATE OF SERVICE

I hereby certify that on June 1, 2015, a copy of the foregoing **SECOND AMENDED COMPLAINT** was filed with the District Court. Notice of this filing will be sent via U.S. Mail, first class postage pre-paid, on June 1, 2015 to the following:

Nicole M. Strickler, Esq.
Dana Perminas, Esq.
Messer, Stilp, & Strickler, Ltd.
166 W. Washington Street, Suite 300
Chicago, Illinois 60602

Attorneys for Defendant Oxford Law, LLC

and

A.C.C. Enterprises International, LLC.
C/O Dr. Ana Caro-Cummings,
CEO and Registered Agent
1230 Peachtree ST NE 19th Floor
Atlanta, Georgia 30309-3574

Dated: 6/1/15


THEODORE E. LORENZ